

4-0215

6217

**THIS BOOK DOES
NOT CIRCULATE**

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF FAIR LAWN
&
THE FAIR LAWN EDUCATION ASSOCIATION

FAIR LAWN BOARD OF EDUCATION

Mr. Benjamin Halperin, President

Mr. Philip Mintz, Vice President

Mr. John V. Artale

Mr. Louis A. Bentejac

Mr. Anthony C. Canger

Mr. Robert W. Chamberlin

Mr. George W. Chapman

Mr. Irving Kapp

Mr. Norman H. Samuels

ADMINISTRATIVE STAFF

Mr. Thomas J. Cannito, Superintendent

Mr. Walter Pipp, Assistant Superintendent-Education

**Mr. Donald A. Fusco, Assistant Superintendent-Business
Secretary to Board of Education**

CONSULTANTS

METZLER ASSOCIATES

**Mr. James A. Moran
Consultant Negotiator**

FAIR LAWN EDUCATION ASSOCIATION

Miss Amelia Morgan, President

Miss Ilona Mellor, 1st Vice President

Mr. Robert Masterman, 2nd Vice President

Mr. John Farah, 2nd Vice President

Miss Janet Schuster, Secretary

Miss Kathryn Stilwell, Treasurer

N.J.E.A. FIELD REPRESENTATIVE

Mr. Arthur Mildner

SALARY COMMITTEE

Mr. Frederick E. Crouter, Chairman

Mr. Daniel Derrico, Negotiating Team

Mr. Joseph Giorda, Negotiating Team

Mr. Harold Bell

Miss Geraldine Ciancea

Mr. Edward Harkey

Miss Judith Mackie

Miss Maryanne Yacono

TABLE OF CONTENTS

ARTICLE I - Recognition	Pg. 1
ARTICLE II - Negotiations Procedures	2
ARTICLE III - Grievance Procedure	4
ARTICLE IV - Teacher Rights	9
ARTICLE V - Association Rights & Privileges	10
ARTICLE VI - Educational Council	12
ARTICLE VII - Teaching Hours & Teaching Load	13
ARTICLE VIII - Non-Teaching Duties	14
ARTICLE IX - Salaries and Teacher Employment	14
ARTICLE X - Promotions	17
ARTICLE XI - Teacher Assignment.	18
ARTICLE XII - Teacher Evaluation	18
ARTICLE XIII - Sick Leave	19
ARTICLE XIV - Temporary Leaves of Absence	20
ARTICLE XV - Extended Leaves of Absence	22
ARTICLE XVI - Insurance Protection	24
ARTICLE XVII - Tax Sheltered Annuities	25
ARTICLE XVIII - Educational Improvement	25
ARTICLE XIX - Deduction From Salary	27
ARTICLE XX - Miscellaneous Provisions	28
ARTICLE XXI - Duration of Agreement	29

PREAMBLE

This Agreement entered into this
day of 19 , by and between the Board
of Education of Fair Lawn, the Borough of Fair Lawn,
New Jersey, hereinafter called the "Board" and the Fair
Lawn Education Association, hereinafter called the
"Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Fair Lawn School District is their mutual aim, and

WHEREAS, members of the teaching profession are qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board of Education has the final responsibility as to which programs and policies will be adopted, and

WHEREAS, the Board and the Association have an obligation pursuant to Chapter 303, Public Laws 1968 the New Jersey State, to negotiate with respect to terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Fair Lawn Board of Education hereby recognizes the Fair Lawn Education Association as the exclusive and sole representative for the period of this Agreement for purposes of collective negotiation

concerning the terms and conditions of employment for all certificated personnel under contract, on leave, employed, or hereinafter employed under contract by the Board of Education of Fair Lawn, New Jersey, as included herein:

All certified personnel whose salary is based on the teachers salary guide

All certified personnel who are on the teachers salary guide and who receive differential payment in addition to their salary

but excluding those whose duties are exclusively administrative and supervisory. Titles of these personnel are listed but not limited to those below:

Superintendent of Schools
Assistant Superintendent in Charge of Business Affairs
Assistant Superintendent in Charge of Education
Administrative Assistant to the Superintendent
Director of Elementary Education
Director of Secondary Education
Administrative and Supervisory Personnel as compensated in accordance with the index salary schedule for 1969-70 for 12 month professional personnel

- B. Unless otherwise indicated, the term "teachers" where used hereinafter in this Agreement shall refer to all professional employees under contract represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor Agreement of the 1969-70 Agreement, in accordance with Chapter 303 of the Public Laws of the State of New Jersey 1968 in a good faith effort to reach agreements on all matters concerning the terms and conditions of employment. All agreements

2

so negotiated shall apply to all members of the unit described in Article I and be reduced to writing.

- B. Such negotiations are to begin no later than the second Wednesday of October.
- C. During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection during normal business hours all pertinent records, data and information of the Fair Lawn Public School District in the public domain.
- D. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations in order to develop the Agreement which both parties will then submit to the entire Board of Education and the Association membership respectively, for consideration.
- E. Pursuant to Chapter 303, proposed new rules or modifications of existing rules governing working conditions, shall be negotiated with the majority representative before they are established.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit so defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement, subject to the fact that the Association is the majority representative of the unit described in Article I.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

- A. A "grievance" shall mean a claim by a teacher that there has been misinterpretation, misapplication, or a violation of board policy, this Agreement, or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) days of the time the teacher knew or reasonably should know of its occurrence.
- B. 1. It is agreed by both parties that these proceedings will be kept as informal, and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. Level One

Any teacher who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within 5 school days, he may set forth his grievance in writing to his principal on the grievance forms provided. The principal shall communicate his decision to the teacher in writing with reasons with 3 school days of receipt of the written grievance.

Level Three

The teacher, no later than five school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal.

Level Four

1. If the decision of the Superintendent does not resolve the grievance to the satisfaction of the teacher, and the teacher wishes review by a third party, (mediator) and if the matter pertains to the provisions of this agreement between the Board and the Association, he shall so notify the Superintendent within ten (10) school days of receipt of the Superintendent's decision. A teacher in order to process his grievance beyond level three must have his request for such action accompanied by the written recommendation for such action by the Association.

2. No claim by a teacher shall constitute a grievable matter beyond level three or be processed beyond level three if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rules or regulations of the State

Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation, (c) any by-law of the Board of Education pertaining to its internal operation or (d) any matter which according to law is beyond the scope of Board authority.

3. The mediator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties. It should be understood that the mediation process will be carried on in an atmosphere of mutual trust and confidence which will preclude any public statement or attitude by the mediator or by the representatives of either of the parties, including statements to the press or in any publication without the express formal consent and approval of both sides. It is further understood that the mediator will assume a peacemaking role designed to resolve the disagreements between the parties and at no time be empowered to render a binding word or decision, or even make a recommendation which will in any way place either side at a disadvantage if it does not see fit to adopt any of these possibilities as its own viewpoint.

Level Five

If the grievance is not resolved to the teacher's satisfaction, he may no later than five (5) school days after completion of mediation request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the teacher, hold a hearing with the teacher and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board.

Level Six - Terminal Step

1. If the decision of the Board does not resolve the grievance to the satisfaction of the teacher and the teacher wishes further review by a third party (mediator) and if the matter pertains to the provision of this agreement between the Board

and the Association, he shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. A teacher in order to process his grievance beyond level five must have his request for such action accompanied by the written recommendation for such action by the Association.

2. No claim by a teacher shall constitute a grievable matter beyond level five or be processed beyond level five if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rules or regulations of the State Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation, (c) any by-law of the Board of Education pertaining to its internal operation or (d) any matter which according to law is beyond the scope of Board authority.

3. The mediator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties. It should be understood that the mediation process will be carried on in an atmosphere of mutual trust and confidence which will preclude any public statement or attitude by the mediator or by the representatives of either of the parties, including statements to the press or in any publication without the express formal consent and approval of both sides. It is further understood that the mediator will assume a peace-making role designed to resolve the disagreements between the parties, and at no time be empowered to render a binding word or decision, or even make a recommendation which will in any way place either side at a disadvantage if it does not see fit to adopt any of these possibilities as its own viewpoint. If the Board, by reason of mediation, does not change its decision as rendered in level five, Board decision shall be final, subject to due process of law.

4. In the event that the teacher is dissatisfied with the result of the terminal step of mediation, he may seek further review under due process of law.

D. Rights of Teachers to Representation.

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

2. When a teacher is not represented by the Association in the processing of a grievance the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings held with the teacher concerning the grievance and shall receive a copy of all decisions rendered.

E. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

F. Content of Forms

- 1) The nature of the grievance and approximate date of occurrence.
- 2) The nature and extent of injury loss or inconvenience.
- 3) The results of previous discussions.
- 4) His dissatisfaction with decisions previously rendered.

G. Procedures for Securing the Services of mediator.

The following procedure will be used to secure the services of a mediator.

- 1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as a mediator in the dispute in question.
- 2) If the parties are unable to determine a mutually satisfactory mediator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- 3) If the parties are unable to determine, within ten (10) school days of the initial request for mediation, a mutually satisfactory mediator from the second submitted list, the American Arbitration Association may be requested by either party to designate a mediator.

H. Costs

- 1) Each party shall bear the total cost incurred by themselves.
- 2) The fees and expenses of mediation at levels four and six are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board, as defined in the unit in Article I, Recognition, shall have the right freely to organize, join and support the Association and its affiliates for purposes of engaging in collective negotiation concerning terms and conditions of employment. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States. It shall not discriminate against any teacher by reason of his membership in the Association and its affiliates.
- B. Nothing contained herein shall be so construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- C. The Board shall not discipline, reprimand, reduce in rank or compensation any teacher without just cause.
- D. Whenever any ~~tenure~~ teacher is required to appear before the Superintendent, Board, or any

committee or member thereof, in a formal hearing concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, he shall be given prior written notice of such formal hearing and shall be entitled to have a representative of the Association present to advise him and represent him during such formal hearing.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available information in the public domain concerning the financial resources of the Fair Lawn Public School District, including, but not limited to annual financial reports and audits, agendas and minutes of all Public Board Meetings, public school census data, names and addresses of all teachers.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay. Such meetings are to be normally scheduled after the school day.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, subject to prior approval of the Superintendent or his designee. Such permission is not to be unreasonably denied.
- D. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, subject to prior approval by the Superintendent or his designee. The principal of the building in question shall be notified in advance of the time and place of any such meeting.

- E. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide all materials and supplies. The Association shall be responsible for all reasonable damages incurred and shall be subject to the provisions of Policy #1330. In all cases prior permission of the Superintendent or his designee is required. Such permission is not to be unreasonably denied.
- F. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned reasonable space on the bulletin board in the General Office of each school for Association meeting notices. The location of Association bulletin boards shall be mutually agreed upon by the Association and the building principal. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.
- G. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes, as it deems necessary, according to standard operating procedures mutually agreed upon by the Association and the Superintendent or his designee.
- H. In no case shall students be used for Association activities pertaining to duplication, distribution, clerical work of any type, or any other activity during school hours.
- I. In accordance with past practice, the Association and the Board of Education acting through the Superintendent, shall mutually implement an orientation program for new teachers.
- J. The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted to the Association as the exclusive representative of the teachers as designated in Article I and to no other comparable teachers' organization.

ARTICLE VI

EDUCATIONAL COUNCIL

- A. A joint Educational Council shall be established immediately. It shall consist of two (2) members of the Board of Education, two (2) members of the Administrative and Supervisory staff, the Superintendent of Schools or his designee, and four (4) Fair Lawn teachers appointed by the Association. The Council shall meet at least six times a year and advise the Board of Education and the Association on matters of mutual concern such as: school calendar, teaching hours and teaching load, class size, educational specialists, non-teaching duties, teacher employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extra-curricular programs, in-service programs, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings, teacher responsibilities, and other related matters regarding the effective operation of the Fair Lawn School District.
- B. The Superintendent shall have a seat on the Council and the right to speak on all matters, but shall have no vote.
- C. The Educational Council shall establish its own rules of procedure.
- D. The Council shall meet by prepared agenda.
- E. The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council concerning the topics suggested in Paragraph A.
- F. The function of the Educational Council is to recommend for Board of Education consideration the establishment of policies and practices pertinent to the items suggested in Paragraph A. The Council

in preparing their recommendations for Board of Education consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

- G. All reports and recommendations outlined above in Paragraph F shall be in writing.
- H. The Board of Education shall reply to recommendations of the Educational Council within a time determined by the nature and complexity of the recommendation.
- I. Meetings shall generally be held during evening hours.
- J. The Board of Education in order to establish this Council and to enable it to function adequately agrees to budget \$1,000.00 annually to provide for expenditures related to the work of the Council.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A. Members of the teaching profession are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by placing their initials in the proper column of the faculty "Sign-In" and "Sign-Out" roster.
- B. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, in accordance with "A" of this Article.
- C. An Association representative may speak to the teachers at any faculty meeting at the request of the representative. Such request is to be placed on the agenda for said meeting. Teachers shall have the opportunity to suggest items for the agenda of faculty meetings.
- D. Teacher participation in field trips which are scheduled to extend beyond the teachers' in-school work day and overnight or on weekend trips, shall be voluntary.

ARTICLE VIII

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energy to the extent possible, be utilized to this end.
- B. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal, or immediate supervisor. He shall be compensated at the rate of ten cents (10¢) per mile for the use of his own automobile.
- C. By the beginning of the 1969-70 School Year the Board shall arrange for and maintain appropriate insurance to cover all damages, losses and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.

ARTICLE IX

SALARIES AND TEACHER EMPLOYMENT

- A. For every regular teaching assignment, the Board agrees to place under contract only certified teachers holding certificates issued by the New Jersey State Board of Examiners or for those who can obtain such certificates.
- B. 1. Each teacher shall, upon recommendation of the Superintendent, be placed on his proper step of the Salary Schedule A as of the beginning of the 1969-70 school year in accordance with Paragraphs 2 through 5 below.
2. All personnel upon initial employment or re-employment, shall be on the proper step of the Guide as determined by degree status and experience credit. Full credit for experience shall be granted to a teacher who

taught in public or accredited private schools under contract.

3. Credit for new teachers for teaching experience of less than a complete year will be based upon a full increment for ninety (90) teaching days or more of experience and no increment for less than ninety (90) teaching days of experience.
4. All personnel shall be granted full experience credit for up to four (4) years of military service. When employment is interrupted by military service in a national emergency, experience credit shall accrue for the duration of the national emergency.
5. All personnel shall be granted full experience credit for up to four (4) years of alternative civilian service required by the Selective Service System. All personnel shall be granted full experience credit for up to two (2) years for service in the Peace Corps, V.I.S.T.A., and the National Teacher Corps, and time spent on a Fulbright Scholarship.

C. Teachers shall be notified of their contract and salary status for the ensuing year no later than ten (10) school days following the regular April monthly Public Meeting of the Board of Education. Teachers offered contracts must return the contract to the Board of Education by ten (10) school days after receiving the contracts. This provision shall not apply to any teacher employed less than four (4) months.

D. The salaries of all teachers covered by this Agreement are set forth in Schedules of Compensation which are attached hereto and made a part thereof.

- E. 1. Teachers employed on a 10-month basis shall be paid in twenty (20) equal semi-monthly installments.

2. All personnel covered by this contract may individually elect to have ten percent (10%) of their monthly salary deducted from their pay; this money to be deposited in a savings account in his name.
 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 4. Teachers shall receive their final checks on the last working day of the school year provided they have completed all professional responsibilities.
 5. Reimbursement for approved teacher expenditures and/or compensation for any approved activities shall be made within forty-five (45) days from completion of the activity and submission of proper voucher to the appropriate authority, except where otherwise herein provided.
- F. A teacher cannot move to a new salary track in mid-year; he must wait until the beginning of the following school year.
- G. A differential shall be paid to persons having special responsibilities inherent in their position, in accordance with Schedules of Compensation.
- H. Coaches will be paid in accordance with Schedules of Compensation.
- I. As in the past, all tentative openings for positions in the summer school program shall be adequately publicized by the Superintendent or his designee. Teachers shall be notified of the action taken as soon as practicable.
- J. The starting salary of a teacher new to Fair Lawn shall be determined by degree status and number of years of teaching experience (except that no teacher shall be placed on the Master's Degree plus 30 point scale until he or she has completed three (3) years of teaching.

K.

Credits toward the 30 semester hours beyond the Master's Degree must have the approval of the Superintendent of Schools.

ARTICLE X

PROMOTIONS

A. Promotional positions are defined as follows:

1. Positions paying a salary differential whether by index based on B.A. minimum or by specific contracted amount, and/or positions on the administrative-supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government, and changes in job classification shall be adequately publicized by the superintendent in accordance with the following procedure.

2. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice, and the superintendent shall acknowledge promptly in writing the receipt of all such applications.

B. In the situation set forth above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.

C. Exceptions to this policy may be made by decision of the Board of Education. Such exceptions shall be noted in writing to the Association president.

ARTICLE XI

TEACHER ASSIGNMENT

- A. 1. All teachers currently employed shall be given written notice of their TENTATIVE building, class and/or subject assignments for the forthcoming year not later than the first school day in June.
2. The Superintendent or his designee shall TENTATIVELY assign all newly appointed personnel as soon as practicable - generally within one (1) month of the return of a signed contract.
3. Changes in assignment may be made as the necessity arises. The teacher shall receive written notification of the change in writing and be given the opportunity, upon request, to know the reasons for such change.
- B. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of ten cents (10¢) per mile.

ARTICLE XII

TEACHER EVALUATION

- A. 1. As in the past, all monitoring or observation of the work performance of a teacher shall be conducted openly, and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall remain strictly prohibited.

2. A teacher shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. The teacher shall be required to sign a completed evaluation form. Such signature shall solely indicate that the report has been read by the teacher.
- B.
1. Those complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which as a result of the investigation, shall become part of his file.
 2. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
 3. All documents shall be filed, signature notwithstanding and shall so be indicated by the supervisor. The association shall be informed in writing of the action.

ARTICLE XIII

SICK LEAVE

A. Regular

All regularly employed 10-month personnel shall be entitled to ten (10) days sick leave per year with full pay. All unused days subsequent to

September 1954 shall be accumulative. One-half of all unused days prior to September 1954 shall be accumulated.

B. Non-Tenure Personnel

Extended Leave with Partial Pay

Any non-tenure employee shall be granted five (5) additional days of sick leave per year, after one full year's employment, at salary less substitute pay, whether or not a substitute be employed.

C. Tenure Personnel

1. Extended Leave With Full Pay

Any employee who has served more than three (3) consecutive years shall be granted a total of five (5) extended days of sick leave for each year of service at full pay.

2. Extended Leave With Partial Pay

Any tenure employee shall be granted a total of five (5) additional days of sick leave for each year of service at salary less substitute pay whether or not a substitute is employed.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

A. Temporary Leave of Absence With Pay

As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

The Superintendent of Schools may grant to any regularly employed person a maximum of five (5) days emergency leave per year for the following reasons:

1. Illness in the immediate family - 3 days
2. Death in the immediate family - 5 days

Immediate family shall be defined as:

Husband or Wife
Children
Mother or Father
Mother-in-Law or Father-in-Law
Sisters or Brothers
Sisters-in-Law or Brothers-in-Law
Grandmother or Grandfather
Grandmother-in-Law or Grandfather-in-Law
Other relatives, if living in the same
domicile at time of death

3. Death of a relative not a member of the immediate family - 1 day
4. Personal business - 2 days

These days cannot be taken during the five days prior to the closing of school in June; nor immediately before or after any school holiday, vacation or weekend. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent of Schools may be granted.

5. Religious reasons - 3 days.

B. Temporary Leave of Absence Without Pay

Requests for absence not within the limitations of policies 1 through 5 above may be approved without pay by the Superintendent of Schools for a maximum of three (3) days per teacher per year.

- C. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.

- D. Other leaves of absence with pay may be granted by the Board upon recommendation of the Superintendent of Schools.

- E. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) teachers elected to a county, state or national office affiliated with the Association shall, upon request, be granted a leave of absence without pay for one (1) year.
- B. A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- D. Military leave without pay shall be granted to any tenure teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- E. The Board of Education shall grant a leave of absence for maternity, without pay, to any tenure member of the school .

Any female tenure teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.

Either of the above leaves shall be for a maximum period of two (2) full years.

Re-employment must begin as of September 1st, except that upon the recommendation of the Superintendent of Schools, she may be re-employed by the Board when a vacancy occurs.

- F. The Board of Education, upon the recommendation of the Superintendent of Schools, shall grant a maximum of a one year leave of absence, without pay, for personal reasons, to any tenure teacher.

The Superintendent of Schools shall take the following factors into consideration:

1. Length of time teacher has served in the Fair Lawn School System.
2. Benefits which would result for the school system.
3. Expectations of the teacher to return to the Fair Lawn School System.

G. The Board shall grant a leave of absence without pay to any teacher to serve in a public office.

H. Other leaves of absence without pay may be granted by the Board upon recommendation of the Superintendent of Schools.

I. 1. Upon return from leave granted pursuant to Section A, B, C, or D of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, except that the period of such service shall not be credited toward more than four (4) employment or adjustment increments. Time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section E, F, G, or H of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled at the time his leave of absence in Fair Lawn Public Schools commenced, including unused sick leave accumulated in Fair Lawn, shall be restored to him upon his return.

J. All extensions or renewals of leaves shall be applied for in writing, and if granted by the Board of Education as indicated in the official Minutes of Public Meeting, shall be in writing.

vided by not later than the beginning of the 1969-70 School Year. This information shall include a clear description of conditions and limits of coverage provided.

ARTICLE XVII

TAX SHELTERED ANNUITIES

- A. Upon the request of a teacher, in accordance with Administrative Regulations, the Board shall take the necessary steps to enroll the teacher in a Tax Sheltered Annuity Program as provided for under Section 403 (b) of the Internal Revenue Code and the New Jersey Division of Pensions. This article to be effective January 1, 1970, providing salary reduction agreements are signed by a minimum of 35 teachers by October 1, 1969.

ARTICLE XVIII

EDUCATIONAL IMPROVEMENT

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to educational improvement.

The Board of Education and the Association mutually recognize their responsibility for the upgrading and updating of teaching performance and attitudes. The Board and the Association support the principal of continuing training of teachers and the improvement of instruction. Toward these ends, the Board and the Association agree to implement the following practices at the beginning of the 1969-70 School year:

- A. To pay one-half ($\frac{1}{2}$) the cost of tuition to a maximum of \$100.00 per employee per year.
- B. To continue the implementation of the provisions of the Professional Growth Program as

proposed by the Advisory Committee on Professional Growth in September, 1966. (Copies of the total Professional Growth Program are available from building principals or the F. L. E. A. president.)

- C. In order to encourage employees to participate actively in meetings of local, county, state and national professional organizations, (exclusive of any conventions of N. E. A. , N. J. E. A. , B. C. E. A. , and F. L. E. A.) the payment of employee expenses incurred in attendance and the salary of substitutes shall be carried in the budget as an in-service education expense item, in accordance with the following guidelines:

1. An allowance of \$30.00 per day for food, lodgings and travel, to a maximum of \$180.00 per person.
2. Among other considerations, eligibility to attend meetings of state and national professional organizations shall be based upon professional interest and leadership in position of local affiliation.
3. Requests for permission to attend professional meetings are subject to the approval of the principal and Superintendent of Schools.
4. The employee shall file with the principal and Superintendent of Schools a report of the conference with recommendations for use, if any, by employees and the Board of Education.
5. The number of employees attending a conference at Board expense shall not exceed 2% of the professional staff.

- D. The Superintendent may authorize the payment of expenses of an employee up to an amount not to exceed \$25.00 per year and may grant permission for an employee to be absent two (2) days per year at full pay when required by school business.

- E. The Superintendent of Schools may grant members of the instructional staff permission to visit other schools when, in the judgment of the principal and the Superintendent, said visitation

will serve as a means to improve professional competence. Said leave shall be for no more than two (2) days per year and shall be with full pay.

- F. A member of the professional staff shall be granted one (1) day's absence with pay to attend graduation exercises at which he or she receives a college degree.

ARTICLE XIX

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the Fair Lawn Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Fair Lawn Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer _____ Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the

current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from my liability therefor.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes a Board policy and a F.L.E.A. policy for the term of said Agreement, and the Board and the Association shall carry out their respective commitments contained herein and give them full force and effect as Board and Association policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any teaching contract between the Board and an individual teacher hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- D. The parties understand that neither the "School Board" nor the Superintendent may lawfully delegate powers, and authorities which by law are vested in them and this Agreement shall not be construed so as to limit or impair their respective statutory powers, and authorities. Agreements reached pursuant to this Agreement shall not constitute

shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

FAIR LAWN EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary

FAIR LAWN BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

FAIR LAWN PUBLIC SCHOOLS
Fair Lawn, New Jersey

SCHEDULES OF COMPENSATION
1969-70 School Year

- I. **Teachers Salary Schedule**
- II. **Schedule of Differentials**
- III. **Coaches Salary Schedule**
- IV. **Schedule for Chaperones**
- V. **Extra Teaching Duties**

SCHEDULE I.

SALARY SCHEDULE FOR TEACHERS, PSYCHOLOGISTS
SOCIAL WORKERS AND NURSES FOR THE 1969-70 SCHOOL YEAR

<u>Step</u>	<u>N. D.</u>	<u>B. A. Degree</u>		<u>M. A. Degree</u>		<u>M. A. +30</u>	
		<u>Index</u>	<u>Salary</u>	<u>Index</u>	<u>Salary</u>	<u>Index</u>	<u>Salary</u>
1	\$ 6,175.	1.00	\$ 6,950.	1.00	\$ 7,615.	1.00	\$ 8,279.
2	6,484.	1.05	7,298.	1.05	7,996.	1.05	8,693.
3	6,793.	1.10	7,645.	1.10	8,377.	1.10	9,107.
4	7,101.	1.15	7,993.	1.15	8,757.	1.15	9,521.
5	7,410.	1.20	8,340.	1.20	9,138.	1.20	9,935.
6	7,719.	1.25	8,688.	1.25	9,519.	1.25	10,349.
7	8,028.	1.30	9,035.	1.30	9,900.	1.30	10,763.
8	8,336.	1.35	9,383.	1.35	10,280.	1.35	11,177.
9	8,645.	1.40	9,730.	1.40	10,661.	1.40	11,591.
10	8,954.	1.45	10,078.	1.45	11,042.	1.45	12,005.
11	9,263.	1.50	10,425.	1.50	11,423.	1.50	12,419.
12	9,571.	1.55	10,773.	1.55	11,803.	1.55	12,832.
13	9,880.	1.60	11,120.	1.60	12,184.	1.60	13,246.
14	10,189.	1.65	11,468.	1.65	12,565.	1.65	13,660.
15	10,498.	1.70	11,815.	1.70	12,946.	1.70	14,074.

In addition:

1. Salaries of school Psychologists and school Social Workers will be based on the above Salary Schedule plus a differential of \$1,100.00 at each step.
2. \$500. honorarium for doctorate
3. Increments will be granted for satisfactory services upon the recommendation of the Superintendent of Schools.
4. Teachers employed in the regular Summer School shall be compensated at the rate of \$7.00 per hour.

SCHEDULE II.

SCHEDULE OF DIFFERENTIALS

Head Teacher, Senior High School	\$ 400.00
Guidance Personnel	400.00
Department Head - Senior High School	600.00
Department Head - Junior High School	400.00
Psychologist	1,100.00
Admin. Assistant - Senior High School	600.00
Head Nurse	600.00
Distributive Education Coordinator	600.00
Learning Disabilities Specialist	400.00
Instrumental Music Coordinator	600.00
Vocal Music Coordinator	600.00
Faculty Treasurer - Senior High School	600.00
Faculty Treasurer - Junior High School	450.00

Differentials for Guidance Personnel, Psychologists, and Social Workers shall be paid as a part of regular salary upon attainment of tenure in the position.

SCHEDULE III.

2.

COACHES SALARY SCHEDULE

<u>Senior High School</u>	<u>Minimum</u>	<u>Increment</u>	<u>Maximum</u>
<u>Football</u>			
Head Coach	\$ 800.	4 @ \$150.	\$ 1,400.
Assistant Coach	400.	3 @ 100.	700.
(1st Assistant to be designated with an additional allowance of \$100.)			
<u>Basketball</u>			
Head Coach	700.	3 @ 150.	1,150.
Assistant Coach	300.	3 @ 100.	600.
<u>Wrestling</u>			
Head Coach	700.	3 @ 150.	1,150.
Assistant Coach	300.	3 @ 100.	600.
<u>Baseball</u>			
Head Coach	500.	3 @ 150.	950.
Assistant Coach	300.	2 @ 100.	500.
<u>Lacrosse</u>			
Head Coach	500.	3 @ 150.	950.
Assistant Coach	300.	2 @ 100.	500.
<u>Track</u>			
Head Coach	500.	3 @ 150.	950.
Assistant Coach	300.	2 @ 100.	500.
<u>Soccer</u>			
Head Coach	500.	3 @ 150.	950.
Assistant Coach	300.	2 @ 100.	500.
<u>Tennis</u>	400.	3 @ 100.	700.
<u>Swimming</u>	400.	3 @ 100.	700.
<u>Bowling</u>	300.	2 @ 100.	500.
<u>Golf</u>	300.	2 @ 100.	500.
<u>Cross Country</u>	300.	2 @ 100.	500.
<u>Fencing</u>	300.	2 @ 100.	500.
<u>Ice Hockey</u>	300.	2 @ 100.	500.

SCHEDULE III.

3.

COACHES SALARY SCHEDULE

<u>Junior High School</u>	<u>Minimum</u>	<u>Increment</u>	<u>Maximum</u>
<u>Football</u>			
Head Coach	\$ 400.	3 @ \$100.	\$ 700.
Assistant Coach	250.	3 @ 75.	475.
<u>Basketball</u>			
Head Coach	350.	3 @ 75.	575.
<u>Soccer</u>			
Head Coach	250.	3 @ 75.	475.
<u>Track</u>			
Head Coach	250.	3 @ 75.	475.
<u>Baseball</u>			
Head Coach	250.	3 @ 75.	475.
<u>Faculty Manager</u>	400.	3 @ 100.	700.

1. Whenever possible, a Senior High School teacher shall be appointed as Head Coach for 1 sport per year.
2. A teacher shall be limited to the coaching of 2 sports per year.
3. Coaches shall be granted up to 3 years of credit for comparable coaching experience.

SCHEDULE IV.

CHAPERONES

Teachers who voluntarily accept assignment to chaperone or work at extra-curricular activities taking place on Saturday evening shall be compensated at a rate of \$5.00 per hour. Teachers to be so compensated shall be designated by the administrator in charge in writing and shall receive payment within thirty days of the scheduled activity, wherever practicable.

SCHEDULE V.

EXTRA TEACHING DUTIES

Teachers who volunteer or are assigned to teach an extra period in the absence of the regular teacher shall be compensated at the rate of \$5.00 per teaching period.